ground. To rebut the challenge the deputy sheriff who selected and summoned the panel was put on the stand. He denied any discrimination in the selection of jurors. On cross-examination the defendant's counsel asked the witness, "You have stated that you have been deputy sheriff for eight years, now state whether or not you have selected any colored men as jurors in this court or any of the courts of the county during this time?" State's objection to this question was sustained. Defendant rested and was convicted. *Held,* that this ruling was reversible error, and new trial granted. *Bonaparte* v. *State* (Fla. 1913) 61 So. 633.

For the purpose of discrediting witnesses a wide range of cross-examination is allowed as matter of right. *Wallace* v. *State,* 41 Fla. 547; *Stewart* v. *State,* 58 Fla. 97. When the presumption that the officers have legally discharged their duty in selecting and summoning the jurors is overcome by uncontroverted testimony, and no evidence is offered to show there was no legal discrimination by the officers in selecting and summoning the juries, the challenge should be sustained. *Montgomery* v. *State,* 55 Fla. 97. The principal case goes a step farther than this in holding that an admission by the deputy sheriff, that in eight years' service he had never summoned a negro juror, would be material and would go far toward impeaching his testimony that he had not discriminated in selecting the jurymen in question. Recent decisions in several other states have not gone so far. *Lewis* v. *State,* 91 Miss. 505, 45 So. 360; *Eastling* v. *State,* 69 Ark. 189; *Hubbard* v. *State,* 43 Tex. Crim. Rep. 564. One feature which may help to differentiate the principal case from the others cited is that here there was undisputed testimony that there were in the county more than 1000 negroes qualified to act as jurors.

CORPORATIONS—RIGHTS OF PLEDGOR OF STOCK.—The plaintiff pledged certain stock as collateral security for a note. During the time the pledgee held the stock, a 40% dividend was declared payable in cash or in stock as each shareholder might elect. The plaintiff made no election and the pledgee elected to take the stock dividend. The plaintiff sought to redeem the stock and to have the stock dividend treated as a conversion and its value set off against the amount due on the note. *Held,* that in an action in equity to redeem, the plaintiff cannot treat the stock dividend as a conversion on the ground that a cash dividend should have been chosen, but he will be allowed to redeem his original stock with all increment. *Whitney* v. *Whitney Bros. Co. et al.* (Wis. 1913) 140 N. W. 35.

When a dividend is declared on pledged stock, payable in cash or stock as the shareholder may elect, is the right of election in the pledgor or in the pledgee? The principal case suggests the question, but a direct answer was not necessary to the decision. There seems to be no direct authority on the point. In the absence of restrictive statutes, the pledgee of certificates of stock, indorsed and transferred on the books of the company, has a right to vote at its meetings. The right to vote the stock is an incident of the pledge. COLEBROOKE, COLLATERAL SECURITIES, 493; JONES, COLLATERAL SECURITIES, § 441. In several states it is provided by statute that a pledgor of stock may

represent it and vote upon it at all meetings of the stockholders, unless the right to vote be expressly given to the pledgee. JONES, COLLATERAL SECURITIES, 523, note. Courts of equity may look behind the books to ascertain who is the real owner of the shares and may enjoin a pledgee from voting the shares pledged, to the prejudice of the rights of the pledgor. *Haskell* v. *Read*, 68 Neb. 107; JONES, COLLATERAL SECURITIES, § 442. The pledgee is not obliged to pay calls on the stock in order to prevent its forfeiture, but may pay them and charge the pledgor the amount so paid as an expense necessary to the collection of the debt. 4 THOMP., CORP., Ed. 2, § 4239. The pledgee has a right to receive the dividends as trustee and must account for them on payment of the debt. 5 THOMP., CORP., Ed. 2, § 5339; COLEBROOKE, COLLATERAL SECURITIES, 486. The tendency seems to be to give the pledgee the power of control of the stock only so far as is necessary to protect his security, and generally to leave the power of election or control in the hands of the pledgor.

COURTS—ENGLISH THE OFFICIAL LANGUAGE OF THE PHILIPPINES.—On a motion to strike from the record a brief because written in Spanish, the question was whether the provision of § 12 of the Code of Civil Procedure of the Philippine Islands, that English be the official language of the courts after Jan. 1, 1913, applied to cases commenced before that date. The court *held*, that it did not. *Mantilla* v. *La Corporacion de PP. Augustinos, etc.* (Phil. Isls. 1913) 11 Official Gazette 453.

The Code originally provided that English should be the official language of the courts after Jan. 1, 1906, but later it was deemed expedient, in fairness to the Spanish-speaking attorneys, to extend the time. In looking for precedents, we naturally turn to the leading colonizing nation and find that the British government proclaimed English to be the official language of the courts of Ceylon in 1801, the former language having been Dutch. 1 LEGIS. ACTS, CEYLON, 1796-1833; but this provision was repealed in 1835. In India at the present time each local government may determine what shall be deemed the official language of the districts administered by such government. STOKES, ANGLO-INDIAN CODE, ch. XLVI, No. 536. In England itself, English has been the sole official language only since 21 GEO. II, c. 3 (1748). From the time of William the Conqueror, Latin and French had always been the language of the courts and remained so until 36 EDW. III, c. 15, which provided that all pleas which had before been debated in French were to be in English from the 15th of Hilary next following, but that they should still be enrolled in Latin. Then the statute of 12 GEO. I, c. 29 provided that all process and notice written thereon be in English where the cause of action should not amount to £10 in the superior or 40*s.* in the inferior court. The statute was to remain in force for only five years, but the time was extended seven years by 5 GEO. II, c. 27, and it was made perpetual by 21 GEO. II, c. 3. In the meantime, however, 4 GEO. II, c. 26 had provided that after March 25, 1733 all writs, processes, judgments, records, statutes, etc., should be in English only; some doubt having arisen as to its application to Wales, it was expressly made so to apply by 6 GEO. II, c. 14.